

DIVISION 0 – SECTION 00200**INSTRUCTIONS TO BIDDERS / PROPOSERS**

Instruction for the preparation of proposals and the delivery thereof to the Memphis-Shelby County Airport Authority (MSCAA) are contained in General Provision Section 20 and additionally as follows. Prepare and submit proposals accordingly.

1. RESERVATION OF RIGHTS:

MSCAA reserves the right, in its sole discretion, to reject and disqualify the bid of any bidder that has pending litigation or claims with the MSCAA and to reject the bid when a parent, subsidiary, affiliate, or predecessor in interest of the Bidder has pending litigation or claims with the MSCAA.

MSCAA also reserves the right, in its sole discretion, to reject and disqualify the bid of any bidder if the bid includes any subcontractor(s) or supplier(s) of any tier that have pending litigation or claims with MSCAA, and to reject the bid when a parent, subsidiary, affiliate, or predecessor in interest of the subcontractor or supplier has pending litigation or claims with the MSCAA.

Bidders shall request from MSCAA a list of entities that have pending claims or litigation with MSCAA to avoid including such entities or their parents, subsidiaries, affiliates, or predecessors in interest in their proposal or bid. A list of affected entities may be obtained by a written or telephone request to Development Division at MSCAA, 2491 Winchester Road, Suite 113, Memphis, TN 38116-3856, telephone number (901) 922-8033.

2. PRE-BID CONFERENCE:

A virtual Pre-Bid Meeting will be held Tuesday, January 21, 2025, at 11:00am local time via phone/video conferencing. Instructions on Pre-Bid Meeting and Site Visit requests can be found at <https://www.flymemphis.com/rfps-rfqs>. Attendance at the Pre-Bid Meeting is strongly recommended.

3. DRAWINGS AND SPECIFICATIONS FURNISHED TO CONTRACTOR:

Electronic set of contract and proposal documents are available at <https://www.flymemphis.com/rfps-rfqs> at no cost. Printed copies are not available.

4. REFUSAL OF ISSUANCE OF PROPOSAL FORM TO BIDDERS IN DEFAULT AND DISQUALIFICATION OF BIDDERS:

See General Provision Section 20 for disqualification of bidders and bidders in default.

5. SUBMIT THE FOLLOWING WITH THE BID IN THE MANNER DESCRIBED BELOW:

- A.
 - (1) Proposal
 - (2) Proposal Guarantee (Required Bid Security)
 - (3) DBE Assurance Statement/Letter of Intent on Bidder's / Proposer's Letterhead for each DBE subcontractor, subcontractors' signatures not required.
 - (4) Written quote or proposal or other communication from each DBE upon which the scope of work and dollar value contained in your Assurance Statements is based with items included in the Proposal either circled and/or highlighted.
 - (5) DBE Goals Accomplishment Statement
 - (6) Information on All Firms that Provide Bids or Quotes
- B. The following must be submitted within 24 hours of the proposal submittal deadline:

- (1) DBE Assurance Statement/Letter of Intent on Bidder's / Proposer's Letterhead for each DBE subcontractor, subcontractors' signatures required.

See General Provision Section 20, PROPOSAL REQUIREMENTS AND CONDITIONS.

- C. By executing the proposal submittal, the Contractor is confirming that (1) neither the Contractor nor any of Contractor's potential subcontractors or suppliers have pending claims or litigation, arbitration, or other dispute resolution proceedings where the Owner and the Contractor or potential subcontractors or suppliers are parties; or (2) the Contractor has disclosed in writing any such pending claims or proceedings to Owner through its own writing and/or the writing of Contractor's potential subcontractors or suppliers and submitted same to Owner with the proposal submittal.
- D. Bids should be delivered to the following address:

Memphis-Shelby County Airport Authority
 Procurement Department
 Memphis International Airport
 4150 Louis Carruthers Drive
 Memphis, TN 38118
 Project No. 18-1421-01

The bid must be sealed and the project number must be included in the address.

Within 30 minutes thereafter, the Owner will open and publicly read via the virtual meeting link posted on the project RFB page at <https://www.flymemphis.com/rfps-rfq>. Please note that bids will not be accepted at the Project Center; they must be delivered prior to the deadline to the 4150 Louis Carruthers Drive address or they will be rejected.

6. CONSIDERATION OF BID:

The Owner reserves the right to reject any or all bids in whole or in part and to waive any informalities, technicalities, or omissions therein.

It is intention of the Owner to award a contract based upon the lowest responsive bid on the lump sum base bid. Bidder understands and agrees that, after a review of all the bids, the Owner will select the lump sum base bid that best suits the Owner's needs within the sole discretion of the Owner.

7. NO FINANCIAL INTEREST:

Respondent understands and agrees that no Airport Authority employee or member of the Board of Commissioners shall receive any financial benefit arising out of this proposal or its contract, if awarded, either directly or indirectly. Further, any fees paid to any person or entity by contractor for assistance in obtaining this contract, if awarded, with the Authority must be fully disclosed to the Authority.

8. PROTEST:

- A. Any protest must be filed in writing and received by the Authority within seven (7) calendar days of the date of the occurrence of the event that is the subject of the protest, e.g., the opening of responses, the award, or a determination that a respondent is not responsible or that a response is not responsive. Any protest must be actually delivered to the Authority during the business hours of 7:00 AM – 3:30 PM Local Time in order to be deemed to be received by the Authority as required under this Section. A protest must be submitted in hard copy and addressed as follows:

Memphis-Shelby County Airport Authority

Attention: Director of Procurement
4150 Louis Carruthers Drive
Memphis, Tennessee 38118-6613

Any protest sent by telegraphic or facsimile transmission or by email or other electronic means will not meet the filing requirements set forth herein and will not be deemed to be received by the Authority.

No objections with regard to the application, meaning, or interpretation of the specifications contained herein will be considered after the opening of the subject bid.

END OF SECTION 00200

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DIVISION 0 – SECTION 00405

PROPOSAL

Project Identification: **Charles Baker Airport - RW 18 Approach Clearing-Construction**

Contract Number: MSCAA Project No. **18-1421-01**

**For Overnight Courier
or Hand Delivery Submit to:**

Memphis-Shelby County Airport Authority
Memphis International Airport
Procurement Department
4150 Louis Carruthers Drive
Memphis, Tennessee 38118

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Legal Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for seventy-five (75) days after the day of Bid opening. Bidder will sign and submit the Construction Contract with the Bonds and other documents required by the Bidding Requirements, within ten (10) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Contract that:

- (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- (c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in Division 0 and Division 1 Specifications, and accepts the determination set forth in General Provision Section 20 paragraph 20-06 of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of General Provision Section 20 paragraph 20-06; and no additional examination, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Owner or Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner or Engineer is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder will complete Base Bid Work for the following price(s).

UNIT PRICE SCHEDULE – BASE BID

ITEM NO.	PAY ITEM	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	TOTAL EST. PRICE
1	1000-01	MOBILIZATION	LS	1	\$ _____	\$ _____
2	1000-03	PERMITS	LS	1	\$ _____	\$ _____
3	1000-04	BONDS	LS	1	\$ _____	\$ _____
4	2000-01	SILT FENCE	LF	7,000	\$ _____	\$ _____
5	2000-02	MULCH SOCKS	LF	6,500	\$ _____	\$ _____
6	2000-03	HIGH VISIBILTY FENCE	LF	6,500	\$ _____	\$ _____
7	2000-04	CONSTRUCTION EXIT	EACH	1	\$ _____	\$ _____
8	2000-05	INLET PROTECTION	EACH	4	\$ _____	\$ _____
9	2000-07	SEDIMENT TRAPS	EACH	2	\$ _____	\$ _____
10	2000-08	STREAM CROSSING*	EACH	2	\$ _____	\$ _____
11	2000-09	PHASE 1 (CUT AND STUMP REMOVAL)	AC	18	\$ _____	\$ _____
12	2000-10	PHASE 2 (WETLANDS AND STREAMS)	AC	42	\$ _____	\$ _____
13	2000-11	TREE REMOVAL FROM SITE	CY	150	\$ _____	\$ _____
14	2000-12	GRADING-LEVELING	AC	18	\$ _____	\$ _____
15	2000-13	SEEDING, FERTILIZING, AND MULCHING WITH MULCH MATERIAL	AC	18	\$ _____	\$ _____
16	2000-14	WATERING	LS	1	\$ _____	\$ _____
17		STABILIZATION ALLOWANCE	LS	1	\$ 50,000	\$ _____

*20' of HDPE Pipe (Two 48" pipe) and Gravel Crossing that is 16' wide, 18' deep and 65' across

CONTRACT BASE BID TOTAL (TOTAL OF LINE ITEMS 1-17) \$ _____

CONTRACT BASE BID TOTAL (TOTAL OF LINE ITEMS 1-17):

_____ (use words)

 (\$ _____)

- 5. The Owner reserves the right to reject any or all bids in whole or in part and to waive any informalities, technicalities, or omissions therein.

It is intention of the Owner to award a contract based upon the lowest responsive bid on the lump sum base bid. Bidder understands and agrees that, after a review of all the bids, the Owner will select the lump sum base bid that best suits the Owner's needs within the sole discretion of the Owner.

- 6. Bidder agrees that the Work: will be completed and ready for final payment within the calendar days (as described in Section 01100) after the date when the Contract Time commences to run. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work on time.
- 7. See Section 00200, INSTRUCTIONS TO BIDDERS, for a complete list of documents that are made a condition of this Bid.

- 8. Communications concerning this Bid shall be addressed to: _____
(Printed Name)

The address of Bidder indicated above, or

the following address: _____

email address: _____

- 9. The terms used in this Bid which are defined in General Provision Section 10 of the Specifications included as part of the Contract Documents have the meanings assigned to them in the Division 0 and Division 1 Specifications.

Submitted on _____, 20____.

- 10. The undersigned Bidder confirms that (1) neither Bidder nor any of Bidder’s potential subcontractors or suppliers have pending claims or litigation, arbitration, or other dispute resolution proceedings where the Owner and Bidder or Bidder’s potential subcontractors or suppliers are parties; or (2) such claims or proceedings are pending and Bidder is disclosing same through its own writing and/or the writing of Bidder’s potential subcontractors or suppliers and submitting same to Owner with this proposal submittal.

If Bidder is:

An Individual

(Individual's Printed Name)

(Individual's Signature)

doing business as: _____

Business address: _____

Phone No.: _____ FAX No. _____ E-Mail _____

A Partnership

(Firm Name)

By: _____
(Signature of General Partner and Printed Name)

Business address: _____

Phone No.: _____ FAX No. _____ E-Mail _____

A Corporation

(Corporation Name)

By: _____ Title: _____
(Signature of person authorized to sign)

(Printed Name)

(Corporate Seal)

Attest: _____
(Signature of Secretary) (Printed Name)

(State of Incorporation)

Business address: _____

Phone No.: _____ FAX No. _____ E-Mail _____

A Joint Venture

(Joint Venture)

By: _____
(Signature of Joint Venturer) (Printed Name)

(Address)

Phone No.: _____ FAX No. _____ E-Mail _____

By: _____
(Signature of Joint Venturer) (Printed Name)

(Address)

Phone No.: _____ FAX No. _____ E-Mail _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF SECTION 00405

DIVISION 1 – SECTION 01100**SUMMARY OF THE WORK, SEQUENCE OF CONSTRUCTION & LIQUIDATED DAMAGES****PART 1 GENERAL**

Related Work:

1. Documents affecting work of this Section include, but are not necessarily limited to Division 0 and Division 1 and other Sections of these Specifications.

1.01 SUMMARY**SUMMARY OF WORK**

- A. The "Project," of which the "Work" of this Contract is a part, is titled Charles Baker Airport - RW 18 Approach Clearing-Construction, MSCAA Project 18-1421-01.
- B. The "Work" of this Contract is defined in the Contract Documents to include, but not be limited to, site clearing and selective tree topping within 56 acres wooded upland and stream/wetland protected areas. General contracting services will consist of 2 Phases of this project. Phase I removal trees, stump & root removal within 19 acres. **Harvested trees and vegetation is to be mulched and spread across the site to provided temporary stabilization.** Phase I will require contractor to follow TDEC Stormwater construction permit regulations. Phase II includes the falling and topping of trees with 37 acres of forested wetland and streams buffer areas. All work in Phase II must be completed by hand using chain saws, not site machinery will be allowed in these areas. Extensive erosion and sediment controls will be installed and maintained to ensure boundaries between both phases are clear throughout the project.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION**3.01 PROJECT PHASING AND COMPLETION**

- A. This is a fixed-duration Contract required to be substantially completed within one hundred and eighty (180) calendar days from the Notice to Proceed ("NTP") date. The project scope of work is as stated in Paragraphs 1.01 (A) and (B) above. Final Completion of the project shall be within forty-five (45) days of the Substantial Completion Date.

"Substantial Completion" of the project shall be defined as the stage of construction when work is substantially completed and excludes all punch list items, record drawings, O&M manuals, lien waivers, maintenance training, warranties, consent of surety to final payment, and all other required closeout documentation.

"Final Completion" of the project shall be defined as work that is 100% complete including all punch list items, record drawings, O&M manuals, lien waivers, maintenance training, warranties, consent of surety to final payment, and all other required closeout documentation. Final Completion shall include Demobilization.

"Demobilization" shall consist of all activities by the Contractor and subcontractors necessary for 100% completion of the work and final contract closeout as listed above and all cleanup work and operations, including but not limited to, removal of personnel, equipment, contractor-owned

stockpiles, supplies, and incidentals from the project site; return of any and all airport-issued security identification badges; cleanup of all offices, buildings, batch plant, staging/lay-down areas, and other facilities; and restoration of all areas to preconstruction condition or better or to other condition as stipulated in the project plans and specifications; completion and delivery to the Owner of all contract closeout documentation and any other documentation request by Owner, including but not limited to, Operations and Maintenance Manuals, Warranties, Final Lien-waivers, Owner Controlled Insurance Program closeout paperwork, DBE paperwork, Final Project Record Documents and finalization of any and all punch list items. The Demobilization lump sum amount becomes fixed and will not change for the duration of contract.

- B. The actual NTP date will be negotiated and mutually agreed by both parties (Owner and Contractor) prior to issuance of the NTP. If mutual agreement cannot be reached between the parties, the Owner reserves the right to establish the actual Notice to Proceed date. The NTP letter will state the date on which the Contractor will begin construction and from which date contract time will be charged. Contractor shall be mobilized and on site ready for work on the date stated in the Notice to Proceed.
- C. "Mobilization" shall consist of all preparatory work and operations needed to begin construction activities on the date mutually agreed including but not limited to, movement of personnel, equipment, stockpiles, supplies and incidentals to the project site; the establishment of all offices, buildings, batch plant, staging/lay-down areas and other facilities necessary for work on the project; all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site, and utility services for all offices, buildings, batch plant, staging/ lay-down areas, and other facilities. The Mobilization lump sum amount becomes fixed and will not change for the duration of contract.
- D. All days are calendar days.
- E. The work site will be available as described on the plans and applicable sections of these specifications. Work is permitted 24 hours per day, 7 days per week except that only non-noise producing activities shall be permitted between 11:00 PM and 6:00 AM, except with prior written approval of the Owner.
- F. The Contractor shall proceed with the work at such rate of progress to ensure full completion within the specified duration. It is expressly understood and agreed, by and between the Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- G. If the Contractor experiences weather related delays, he shall submit a report documenting the weather conditions and delays, if any, experienced during any calendar month.
- H. If the Contractor is prevented from working due to any other legitimate reason he shall notify the Owner in writing as per the Lump Sum Construction Contract of the delay and request a corresponding increase in the number of contract days.
- I. The Owner shall be the sole judge as to whether or not a request for a contract time extension is legitimate.
- J. The Owner reserves the right to adjust limits of construction to accommodate the Owner's requirements for maintenance of Airport Operations and Public Traffic with minimum interruption during the construction of this project. Any required adjustment of limits of construction will be at no additional cost to the Owner.

3.02 LIQUIDATED DAMAGES

- A. The OWNER and the CONTRACTOR recognize that time is an essential element of this contract and that delay in completing this project will result in damages due to public inconvenience, obstruction to aviation and vehicular traffic, interference with businesses both on and off the airport, increased operational costs to airport users, and increased costs to the OWNER associated with engineering services, inspections, testing, and project administration. It is therefore agreed that in view of the difficulty of making a precise determination of such damages, the CONTRACTOR will pay the OWNER, sums of money in the amounts herein stipulated, not as a penalty, but as Liquidated Damages for not meeting the schedule for specific critical Project Milestones.
- B. If the CONTRACTOR fails to deliver equipment or materials, or perform any services within the times and dates specified in this Contract to achieve the established Milestones, or any extensions granted in writing, the CONTRACTOR shall pay to the OWNER as Liquidated Damages, the sums specified in Table 1, below:

Table 1

<i>Milestone</i>	<i>Completion Date</i>	<i>Liquidated Damages</i>
Substantial Completion	180 days	\$1,000 per Day or any portion thereof
Final Completion and Demobilization Phase	45 days	\$500 per Day or any portion thereof

- D. Application of Liquidated Damages is not a Change to the Contract. The application of any Liquidated Damages to one Milestone shall not effect a change in the subsequent Contract Milestone dates or relieve CONTRACTOR of his responsibility to meet all construction schedules. If multiple Milestone dates are missed, Liquidated Damages for more than one Milestone will be imposed concurrently.
- E. If Liquidated Damages are imposed, the OWNER shall deduct the same from any amounts due the CONTRACTOR at the time Liquidated Damages are imposed. If sufficient amounts are not due to the CONTRACTOR to cover such Liquidated Damages, then the OWNER shall invoice the CONTRACTOR for the amounts due to the OWNER. Such invoices shall become due and payable immediately upon receipt by the CONTRACTOR.
- F. Liquidated Damages are in addition to any other damages or penalties which may be assessed and withheld under other provisions of this contract.

3.03 COMPLETION BONUS

NO completion bonus has been budgeted for this project.

END OF SECTION 01100